
REQUEST FOR PROPOSALS # 2013139

Library Books, Spoken Word, DVDs & Digital Media

July 3, 2013

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the City of Mesa (City) until **3:00 PM. Local Time. July 22, 2013** to provide **Library Books, Spoken Word, DVDs & Digital Media**.

Brief Description: The purpose of the Request for Proposals is to establish a two (2)-year term contract for the City of Mesa Library's requirements for the acquisition of books, audio-visual materials, and related services.

Proposals must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

Proposal packets, any attachments and addenda are available for download at www.mesaaz.gov/purchasing.

Please read the entire solicitation package and submit the proposal in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the proposal.

Mesa's Procurement Policies and Rules are available on the Purchasing Division's website at www.mesaaz.gov/purchasing.

Questions concerning this solicitation should be directed, IN WRITING, to the following project contacts or their designees:

General or Process Questions:

Cyndi Gonzales

Buyer Aide

Purchasing

(480) 644-2655 Fax

cyndi.gonzales@mesaaz.gov

Technical Questions:

Jess Romney, CPPB

Buyer

Purchasing

(480) 644-2655 Fax

jess.romney@mesaaz.gov

INSTRUCTIONS

i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Project Contacts listed on Page 1 or designees or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time may be answered at the discretion of the City.

i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website and mailed to those who register on the City website when downloading solicitations no less than five (5) days prior to the Due Date. **Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their proposal.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a proposal.

i.3 **VENDOR CONFERENCE / SITE VISIT:** ☐ Yes ☒ No

i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

Date: July 22, 2013

Time: 3:00 P.M. (Local Time)

The City will open all proposals properly and timely submitted, and will record the names and other information specified by law and rule. All proposals become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the City website. Once a contract has been executed by the City, proposals are available for inspection by contacting Purchasing.

i.5 **PROPOSAL FIRM TIME:** 120 Days from Opening

Proposal shall remain firm and unaltered after opening for the number of days shown above. The City may accept the proposal, subject to successful contract negotiations, at any time during this time.

i.6 **PROPOSAL SECURITY:** ☐ Yes \$ 0.00 ☒ No

If so designated above, a proposal security in the amount specified must be submitted with the proposal. The security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Arizona; cash; certified check, or cashier's check payable to the City of Mesa (personal or company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such proposal security shall be forfeited to the City of Mesa should the proposer selected fail to execute a contract when requested.

PERFORMANCE SECURITY: ☐ Yes \$ 0.00 ☒ No

If required herein, the Contractor, simultaneously with the execution of the Contract, will be required to furnish a performance security. The security may be submitted in one-year increments and in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Arizona; cash; certified check, cashier's check or money order payable to the City of Mesa (personal and company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. If the Contractor fails or refuses to fully comply with the terms and conditions of the contract, the City shall have the right to use all or such part of said security as may be necessary to reimburse the City for loss sustained by reason of such breach. The balance of said security, if any, will be returned to Contractor upon the expiration or termination of the contract.

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- i.7 **SUBMIT PROPOSALS TO:** Use label at the end of this solicitation package

FOR US POSTAL SERVICE

City of Mesa
Attn: Purchasing
PO Box 1466
Mesa, AZ 85211-1466

FOR HAND DELIVERIES, FEDEX, UPS, DHL OR OTHER COURIER SERVICES

City of Mesa
Attn: Purchasing
20 E. Main St., Suite 400
Mesa, AZ 85201

Proposals will be received publicly at this address. Proposers may mail or hand-deliver proposals. E-mail or fax submissions will not be accepted.

No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a proposal that is not properly addressed and identified.

- i.8 **LATE PROPOSALS.** The proposer assumes responsibility for having the proposal delivered on time at the place specified. All proposals received after the date and time specified shall not be considered and will be returned unopened to the proposer. The proposer assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Mesa, Arizona local times. The proposer agrees to accept the time stamp in the City Purchasing Office as the official time.

- i.9 **LOBBYING PROHIBITION.** Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the City, including but not limited to the City Council, employees, and consultants hired to assist in the solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the solicitation until the City cancels the solicitation, rejects all responses, awards a contract or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any City Council meeting, study session or Council committee meeting.

This prohibition shall not apply to vendor-initiated communication with the contact(s) identified in the solicitation or City-initiated communications for the purposes of conducting the procurement including but not limited to pre-bid conferences, clarification of responses, presentations if provided in the solicitation, requests for Best and Final Proposals, contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their response depending on the nature of the violation.

- i.10 **LAWFUL PRESENCE IN THE UNITED STATES.** Arizona Revised Statutes §1-502 requires that all Persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person is defined as a Natural person and therefore excludes Limited Liability Companies, Corporations or Partnerships as indicated on your W-9 form.

Individuals or Sole Proprietorships must complete the affidavit in the "Vendor Information" section of this solicitation. Offers that fail to provide a completed affidavit and any required attachments may be deemed non-responsive.

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- i.11 **COMMENCEMENT OF WORK.** If proposer begins any billable work prior to the City's final approval and execution of the contract, proposer does so at its own risk.
- i.12 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page 1. The City is not responsible for and will not pay any costs associated with the preparation and submission of the proposal. Proposers are cautioned to verify their proposals before submission, as amendments to or withdrawal of proposals submitted after time specified for opening of proposals may not be considered. The City will not be responsible for any proposer errors or omissions.
- i.13 **FORM AND CONTENT OF PROPOSALS.** Unless otherwise instructed or allowed, proposals shall be submitted on the forms provided. An original and the designated number of copies of each proposal are required. Proposals, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the proposal is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that proposals be submitted on disk, CD or DVD. The proposal must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the proposal.
- i.14 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.
- Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the proposer. The City reserves the right to reject proposals that the City deems unacceptable.
- i.15 **MODIFICATION / WITHDRAWAL OF PROPOSAL.** Written requests to modify or withdraw the proposal received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the proposal and marked as a MODIFICATION or WITHDRAWAL of the proposal. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any proposal security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.
- i.16 **DEBARMENT DISCLOSURE.** If the vendor submitting this proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the proposer shall include a letter with its proposal identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A proposal from a proposer who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

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- i.17 **RESERVATIONS.** The City reserves the right to reject any or all proposals or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible proposals; to reject unbalanced proposals; to reject proposals where the terms, prices, and/or awards are conditioned upon another event; to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any proposal. The City may seek clarification of the proposal from proposer at any time, and failure to respond is cause for rejection. Submission of a proposal confers on proposer no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the proposer and the City until the City executes a written contract or delivery order.
- i.18 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a proposer may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.
- i.19 **COPYING OF PROPOSALS.** Proposer hereby grants the City permission to copy all parts of its proposal, including without limitation any documents and/or materials copyrighted by the proposer. The City's right to copy shall be for internal use in evaluating the proposal.
- i.20 **CONTRACTOR ETHICS.** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.
- To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:
- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
 - b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
 - c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.
- i.21 **GIFTS.** The City will accept no gifts, gratuities or advertising products from proposers or prospective proposers and affiliates. The City may request product samples from vendors for product evaluation.
- i.22 **PROTESTS AND APPEALS.** If a proposer objects to any provision of the solicitation, and/or believes the City improperly rejected its proposal, or believes the selected proposal is not in the City's best interests, the proposer may submit a written protest.

Protests must be received within seven (7) calendar days after the proposer knows or should have known of the facts giving rise to the protest.

Proposer must submit the protest to the Protest Officer. Only written protests submitted properly and within the time allowed and that are based on legal and/or factual grounds will be considered. The Protest Officer will issue a written decision.

If the proposer believes the Protest Officer's decision is arbitrary or capricious and/or is not based on legal or factual grounds, an appeal may be made to the City Manager. Appeals must be submitted within seven (7) calendar days of the Protest Officer's decision. The appeal must be

INSTRUCTIONS

based on factual or legal errors in the Protest Officer's decision and not simply a disagreement with that decision.

The City Manager or designee will review the record and all documents submitted to the Protest Officer to determine whether the decision should be sustained. The City Manager, at his/her sole discretion, has the option of referring the appeal to a hearing officer or the City Council for review. The City Manager or designee will issue a written response to the appeal and this determination is final.

Protest and appeal responses will be made by the City in as timely a manner as possible. The Protest Officer will have the sole discretion to stay the contract process until a protest or appeal is resolved. Concerns raised seven (7) calendar days or more after execution are not subject to this protest/appeal process. Protests and appeals that do not follow the processes contained in this section will be rejected.

Address Protests and Appeals to:

PROTEST OFFICER:

Alyce Bengé
Purchasing Administrator
20 East Main Street, Suite 400
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2655

APPEALS:

Edward Quedens
Business Services Department Director
20 East Main Street, Suite 450
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2687

INSTRUCTIONS – EVALUATION

- i.23 **EVALUATION PROCESS.** Proposals will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with proposers for clarification purposes. Clarification is not an opportunity to change the proposal. Proposers shall not initiate discussions with any City employee or official.
- i.24 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates four categories of information: responsiveness, responsibility, the technical proposal and price. All proposals must meet the following responsiveness and responsibility criteria.
- a) **Responsiveness.** The City will determine whether the proposal complies with the instructions for submitting proposals including completeness of proposal which encompasses the inclusion of all required attachments and submissions. The City must reject any proposals that are submitted late. Failure to meet other requirements may result in rejection.
 - b) **Responsibility.** The City will determine whether the proposer is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced proposals, past performance, references (including those found outside the proposal), compliance with applicable laws-including tax laws, proposer's record of performance and integrity- e.g. has the proposer been delinquent or unfaithful to any contract with the City, whether the proposer is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A proposer must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review proposer's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
 - c) **Technical Proposal.** The City will determine how well proposals meet its requirements in terms of the response to the specifications and how well the offer addresses the needs of the project. The City will rank offers using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.
 - d) **Price.** We will then evaluate the proposals that have met the requirements above.
 - e) Those vendors supplying quotes, bids or proposal who have Mesa Transaction Privilege Tax license and who would be charging Mesa City TPT on the invoice if awarded, will have 1.75% removed from the taxable item(s) for the purpose of award evaluation. Awarded vendors shall charge the full amount of tax on their invoice(s).
- This consideration does not apply to:
- Construction procurements or any other procurement done using Arizona Revised Statutes Title 34 processes.
 - Purchases using Federal or other funds where the agreement that provided the funds precludes any local consideration or preference.
- f) If less than (3) responsive proposals are received, at the City's sole discretion, the proposals may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

INSTRUCTIONS – EVALUATION

The total number of points for the Technical Proposal is **850**. Offerors who do not receive **600** of the total points will not be considered for price evaluation and award. The elements of responsiveness that will be evaluated and their relative weights are:

Element			Total Points
Ability to meet Essential Services	Customer Support	45	650
	Comprehensive Supplier Inventory	100	
	Edifact Standard	50	
	Invoice Requirements	20	
	Shipping Requirements	20	
	Delivery Requirements	20	
	Returns, Refunds and Credit Memos	20	
	Standing Orders	75	
	Comprehensive Online Title Database	125	
	MARC Records	50	
	Collection Development Services	80	
	Processing	45	
Ability to meet Required Services	Cataloging	30	85
	Annotated Lists and Catalogs	20	
	Multiple Accounts	10	
	Training	10	
	Reports	15	
Fulfillment Rate and Related Factors	# Days Between Receipt of Order & Shipments	50	100
	# Days Between STO Shipped After Published	35	
		15	
	Warehouse Location(s)		
Presentation / Format			15

The total number of points for the Pricing Proposal is **150**. Price will be a weighted element and we will determine "price" points using the following formula:

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \times \text{Price Points Possible} = \text{Pricing Score}$$

The maximum number of points is 1,000 (Technical 850 plus Price 150).

- i.25 **SHORT-LISTING.** The City at its sole discretion may create a short-list of the highest scored proposals based on a preliminary evaluation against the evaluation criteria. Only those short-listed proposers would be invited to give presentations and/or interviews. Upon conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.
- i.26 **PRESENTATIONS/INTERVIEWS.** The proposer must provide a formal presentation/interview on-site at a City location upon request.
- i.27 **BEST & FINAL OFFERS.** The City may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, the proposer should not expect that the City will ask for best & finals. Therefore, proposer must submit their best offer based on the terms and conditions set forth in this solicitation.

INSTRUCTIONS – EVALUATION

- i.28 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the proposer submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.
- i.29 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Proposer must be prepared for the City to accept the proposal as submitted. If proposer fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject proposal or revoke the award, and may begin negotiations with another proposer. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the proposer and the City until the City executes a written contract or delivery order.
- i.30 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to the Purchasing Division's website before 6:00 PM local time on Wednesdays. If Wednesday is a holiday observed by the City, Notice will be posted on Tuesday.

It is the proposer's responsibility to check the City of Mesa's Purchasing website at www.mesaaz.gov/purchasing to view Purchasing's Intent to Award notices. This is the only notification you will receive regarding the City's intent to award a contract related to this solicitation.

STANDARD TERMS AND CONDITIONS

- S.1 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City shall be that of an independent contractor.
- S.2 **SUBCONTRACTING.** Contractor may not subcontract work without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement shall comply with its provisions. Further, all agreements between Contractor and its subcontractors shall provide that the terms and conditions of this Agreement be incorporated therein.
- S.3 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent shall be null and void and in such event the City shall have the right at its option to terminate the Agreement. No granting of consent to any assignment shall relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.4 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.5 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or shall create, any benefits, rights, or responsibilities in any third parties.
- S.6 **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Materials or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.7 **AMENDMENTS.** There shall be no oral changes to this Agreement. This Agreement shall only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
- S.8 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
- S.9 **COMPLIANCE WITH APPLICABLE LAWS.**
- a. **General.** Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future Federal, State and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and shall comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor Personnel to achieve compliance prior to the Effective Date. Upon request, Contractor shall demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor shall require a drug-free workplace for all Contractor Personnel working under this Agreement. Specifically, all Contractor Personnel who are working under this Agreement shall be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor Personnel and shall ensure that Contractor Personnel do not use or possess illegal drugs while in the course of performing their duties.
 - c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City or its agents to inspect applicable personnel records to verify such compliance. Contractor shall ensure and keep appropriate records to demonstrate that all Contractor Personnel have a legal right to live and work in the United States.

STANDARD TERMS AND CONDITIONS

- (i) Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - (ii) A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - (iii) The City retains the right to inspect the papers of all Contractor Personnel who provides Services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - (v) Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
 - d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable Federal, State and local laws and executive orders regarding employment. Contractor and Contractor Personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Agreement.
 - e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. §35-392, the Contractor shall not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.
 - f. **No Scrutinized Business Operations in Sudan or Iran.** Contractor shall be in compliance with A.R.S. §§ 35-391 and 35-393 which prohibit Contractor from having scrutinized business operations in Sudan or Iran.
- S.10 **SALES/USE TAX, OTHER TAXES.**
- a. Contractor shall be responsible for payment of all taxes including Federal, State, and local taxes related to or arising out of Contractor's Services under this Agreement, including by way of illustration but not limitation, Federal and State income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.
 - b. The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request. The City is not exempt from State and local sales/use taxes.
- S.11 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
- S.12 **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to State law in response to a public records request or to subpoena or other judicial process.

STANDARD TERMS AND CONDITIONS

- S.13 **AUDITS AND RECORDS.** Contractor shall preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor shall permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
- S.14 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor Personnel who would perform Services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately.
- S.15 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City shall have final authority, based on security reasons: (i) to determine when security clearance of Contractor Personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor Personnel; and (iii) to determine whether or not any individual or entity may provide Services under this Agreement. If the City objects to any Contractor Personnel for any reasonable cause, then Contractor shall, upon notice from the City, remove any such individual from performance of Services.
- S.16 **DEFAULT.**
- a. A party shall be in default if that party:
 - (i) Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - (ii) Is the subject of a petition for involuntary bankruptcy not removed within 60 Days;
 - (iii) Conducts business in an unethical or illegal manner; or
 - (iv) Fails to carry out any term, promise, or condition of the Agreement.
 - b. Whenever the City in good faith has reason to question Contractor's intent to perform, the former party may demand that the other party give a written assurance of its intent to perform. In the event that the demand is made and no written assurance is given within 5 Days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.
- S.17 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy shall not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination shall be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by (i) requiring immediate reimbursement to the City (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security; if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including but not limited to administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party shall have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party shall be liable for incidental, special, or consequential damages.

STANDARD TERMS AND CONDITIONS

- S.18 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- S.19 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) Days written notice.
- S.20 **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within 3 years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- S.21 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City shall have the right to terminate the Agreement without penalty on the last Day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate 30 Days prior to the stated termination date.
- S.22 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor shall be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City shall make final payment within thirty (30) Days after the City has both completed its appraisal of the Materials and Services provided and received Contractor's properly prepared invoice.
- S.23 **NON-WAIVER OF RIGHTS.** There shall be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, shall not release the other party of any of the warranties or other obligations of the Agreement and shall not be deemed a waiver of any such rights or remedies.
- S.24 **INDEMNIFICATION/LIABILITY.**
- a. Indemnification, General. To the fullest extent permitted by Law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the Services provided by Contractor Personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor Personnel; and (iii) Contractor or Contractor Personnel's failure to comply with or fulfill the obligations established by this Agreement.
 - b. Contractor shall update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and shall not indemnify or hold Contractor or any third-party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
- S.25 **WARRANTY.** Contractor warrants that all Services will be performed in a good, workman-like and professional manner. If any Materials or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Materials or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction.

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Unless otherwise agreed, the Contractor warrants that Materials shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and shall perform in accordance with manufacturer's published specifications.

- S.26 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and shall at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
- S.27 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Materials or Services or any Materials or Services at all under this Agreement and acknowledges and agrees that the Materials or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but shall not bind it to purchase, accept, or pay for Materials or Services which exceed its actual needs.
- S.28 **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and shall not be used or released by Contractor or any other person except with prior written permission by the City.
- S.29 **USE OF NAME.** Contractor shall not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
- S.30 **CONFLICT OF INTEREST.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
- S.31 **FOB POINT.** All deliveries shall be FOB destination unless otherwise agreed. Freight charged/terms shall be as agreed.
- S.32 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.
- S.33 **SAFEGUARDING CITY PROPERTY.** The Contractor will be responsible for any damage to City Real property or damage or loss of City Personal Property when such property is the responsibility of or in the custody of the Contractor or its employees.
- S.34 **WARRANTY OF RIGHTS.** The Contractor warrants it has title to, or the right to allow the City to use, the Materials and Services being provided and that the City may use same without suit, trouble or hindrance from the Contractor or third parties.
- S.35 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor shall, without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the City's use or operation of the items provided by Contractor

STANDARD TERMS AND CONDITIONS

hereunder or any part thereof by reason of any alleged infringement, Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the City the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the City may incur to acquire substitute supplies or services.

S.36 **CONTRACT ADMINISTRATION.** The contract shall be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract shall be referred to an administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrator(s).

S.37 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected shall within 5 Days notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected shall also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) Days from the scheduled delivery or completion date of a task.

S.38 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

If required to provide services on a school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The district shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by others.

S.39 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

S.40 **NOTICES.** All notices to be given pursuant to this Agreement shall be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or sent via facsimile. If provided by personal delivery, receipt shall be deemed effective upon delivery. If sent via certified or registered mail, receipt shall be deemed effective 3 Days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt shall be deemed effective 2 Days after the sending thereof.

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- S.41 **GOVERNING LAW, FORUM.** This Agreement shall be governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement shall be Maricopa County, Arizona.
- S.42 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, shall supersede all prior oral or written agreements, if any, between the parties, and shall constitute the entire agreement between the parties with respect to the work to be performed.
- S.43 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.44 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- S.45 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, shall survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, Termination, or other expiration of this Agreement shall not release any party from any liability or obligation arising prior to the date of termination.

DETAILED SPECIFICATIONS

1. **PROJECT MISSION.** We are dedicated to providing superior services to our customers in order to improve the quality of life for Mesa residents, businesses and visitors. We are looking for vendors who share that dedication and will help us meet that goal.

2. **BACKGROUND.** The City of Mesa is a high-growth city located in the metropolitan Phoenix area. The City's population is currently estimated at 468,000.

The Library system consists of a Main library that includes a central technical services operation for the system. There are four branches. The Library and 11 other libraries in Maricopa County participate in a reciprocal borrowing agreement.

The Library has approximately 305,000 titles and 520,200 volumes in all formats. Annual circulation was 2,800,000 for fiscal year 2011-2012.

The Library system is fully automated working within an Ethernet environment and T1 connectivity to the branches. Polaris integrated library system is used to provide circulation, cataloging (OCLC interface), serials control, and public access catalogs. Acquisition of Library Media Materials is also completed through Polaris. Remote patrons can access the web catalog, web-based electronic subscriptions, and other web-based information from the Library's homepage at www.mesalibrary.org.

3. **SCOPE OF WORK.**

This Request for Proposals is to establish a two (2) year term contract with two (2) one-year renewal options for a high percentage of the Library's purchases to facilitate the entire selection, ordering, receiving and invoicing process. The most qualified Offeror(s) will be selected as the Library's vendor. The City intends to award a primary contract and potentially a secondary contract to ensure supply.

Materials covered by this RFP may include:

- Books
- Standing Orders
- Digital Media (Including but not limited to electronic books and digital audiobooks)
- Spoken Word (Including but not limited to compact disc and playaway)
- DVD/BluRay
- Large Print

Of particular interest to the Library are materials in Spanish language.

A separate Request for Proposals will be issued for other specialized categories of materials. These categories are:

- Large Print
- Library Media Materials

- A. **RESPONSE INSTRUCTIONS.** The Offeror shall respond fully to the specifications and in the same sequence as the RFP although specific cross references may be made to additional or appendix material. Emphasis should be on completeness and clarity of content. The proposal shall meet or exceed the stated minimum requirements. The Offeror shall clearly state such compliance, or, if the specification cannot be met, the Offeror shall explain why it cannot be met.

If the specifications are not addressed, the response will be considered incomplete and the proposal may be considered non-responsive.

Upon request, Offerors are required to furnish a sample of the goods and/or services to be supplied. Any sample submitted shall create and express warranty that the whole of the goods and/or services shall conform to the sample submitted. All samples become the property of the City unless designated otherwise by the proposal.

DETAILED SPECIFICATIONS

- B. **REFERENCES.** The Offeror shall provide the names of three (3) public libraries for which the Offeror has supplied similar service quality and quantity in the last three (3) years.
- C. **EFFICIENCY.** The Library is very interested in streamlining its operations. Therefore, the Offeror shall describe their methodology for providing the most efficient method using automation and their various selection tools, software, etc. to select, order, receive, and invoice. If Offeror has assisted in implementing such a process in a public library, the Offeror shall provide references for that library(ies). The Library uses Polaris as its acquisitions system.
- D. **ANNOTATED LIST / PUBLICATIONS CATALOG.** Offeror shall provide at no charge an annotated list and/or catalog of:
- Popular trade titles, based on trade pre-publication publicity (i.e., best sellers), information, at least two months prior to publication
 - Available continuation titles, quarterly, in subject category order that reflects selected titles suitable for public libraries
 - Upcoming and available DVD by title or subject, at least quarterly
 - Upcoming and available Spoken Word, at least quarterly. The list shall include author, title, narrator, ISBN, format and price. The publisher of the titles shall be evident.

Offeror shall accept orders for these titles, and be able to supply them to the Library as high priority items when available. Offeror shall specify the approximate days after publication release date that the Library can expect delivery. Sample of list(s) and/or catalog(s) shall be submitted with proposal. Lists may be in print and/or online. The Offeror shall provide the URL and a free 30-day trial of the site during the proposal review process.

- E. **SUPPLIER INVENTORY.** For each of the categories covered by this RFP, Offeror shall demonstrate the comprehensiveness of their inventories to meet the needs of a medium to large public library system by submitting evidence that their on-line inventory includes at least 200,000 titles and a publisher base of at least 20,000. Offeror shall have a comprehensive online title database of at least 2 million titles. Offeror shall specify the number of titles in their database. Offeror shall indicate the number of titles and publishers in their inventory. Offeror should indicate any exclusives, i.e., authors.

Titles should range from classic titles to current best sellers, and include adult fiction, non-fiction, juvenile, and young adult titles. Offeror shall specify the percentage of inventory by age category.

Offeror shall describe their ability to provide materials in Spanish language and should provide, if available, a publisher list for their Spanish language materials and a title count in their inventory.

If Offeror has multiple warehouses and the Library account is normally supplied from one regional warehouse, the Offeror should still be able to supply a title not available from the regional warehouse. Offeror shall describe what this would entail (i.e., Library ordering directly from the holding warehouse, etc.), possible delays, etc.

- F. **EXCLUSIVES.** Offeror shall indicate any exclusives they may have, i.e., authors, series, publishers, etc.

DETAILED SPECIFICATIONS

- G. **STANDING ORDERS.** Offeror shall identify, define, and provide a short description of the standing order service(s) offered. The Offeror shall provide a schedule of discounts for the standing order service(s) offered. For this particular RFP, the Library requests the Offeror to provide titles generally found in medium to large public libraries. Other, more specialized standing order titles will be included in another Request for Proposals.

The Library understands that Standing Order plans may change during the term of this contract. The Offeror shall inform the Library within 60 days of any changes to plans and/or pricing structures, including cessations and new offerings. Depending upon the funding impact, the Library may accept, reject, or modify the plan with the vendor.

- H. **CATALOGING.** Offeror shall briefly describe the services they provide and cost. Any informational brochures, etc. shall be provided.
- I. **MARC RECORDS.** Offeror shall provide MARC records for ordered materials via FTP. Offeror shall describe any related costs.
- J. **PROCESSING.** The Offeror shall describe the type of processing services they provide and costs. Billing for processing shall be distinct from that of the books but may be on the same invoice. Offeror shall quote cost per unit for each operation, i.e., barcode attachment, jacketing, etc.

See **Appendix A** for the processing specifications. Supplies used by the Offeror shall be the same as or equivalent to those provided in the Supplies List. Any proposed substitutions or changes shall be submitted in writing to the Library's Collection Support Services Supervisor.

- K. **COLLECTION DEVELOPMENT SERVICES.** Offeror shall identify, define, and provide a short description of the Collection Development service(s) offered. The Offeror shall provide pricing information for service(s) offered.
- L. **CUSTOMER SUPPORT.** Offeror shall provide support personnel who shall provide the following products or services:

- Problem resolution, with a guaranteed response time of 24 clock hours (Monday through Friday) for all phone calls or correspondence received.
- Vendor shall provide a toll-free number, internet, and technical support for communications problem resolution.
- Offeror shall describe their working relationship with Polaris, including interfaces between Polaris acquisitions and the Offeror's system.
- Offeror is encouraged to provide Internet access for information on their company's products and services, marketing information, electronic ordering, and ancillary services. Offeror is further encouraged, when providing Internet access, to adopt the current Z39.50 interface protocol standards provided by the National Information Standards Organization (NISO), a division of the American National Standards Institute (ANSI). Offeror shall describe their status.

- M. **METHODS OF ORDERING.** Authorized Library personnel will place orders. Utilizing current Edifact standards, vendors shall have the ability to electronically accept orders, confirm orders within 24 hours, and invoice orders. The vendor(s) selected shall support EDI utilizing Polaris.

All orders (manual, facsimile, electronic) shall reference delivery order number.

DETAILED SPECIFICATIONS

- N. **FULFILLMENT RATE.** Offeror shall specify the number of days between the receipt of an order for a published title and its shipment.

Offeror shall specify the number of days between the date of publication for a standing order and its shipment – if applicable.

- Ninety percent (90%) of all on-hand (in stock) items, **with no processing requirements**, shall arrive at the Library within seven (7) working days from original order receipt date.
- Ninety percent (90%) of all on-hand (in stock) items ordered, **with processing**, shall arrive at the Library within fifteen (15) working days from original order receipt date.
- On-hand (in stock) priority items shall be mailed or shipped by the Offeror so they arrive at the Library processed, if applicable, within five (5) working days from order receipt date. Offeror shall indicate as part of this proposal the method of mailing or shipping which will be used for priority items.

Items back ordered by the Offeror from their supplier shall arrive at the Library processed, if applicable, within fifteen (15) working days after receipt by Offeror.

The Offeror shall specify where warehouses are located and which would be used to supply this account.

- O. **ESTIMATED PURCHASES.** The estimated dollar value of this award may include Standing Orders, Large Print, Spanish Language, and/or Spoken Word. No commitment of any kind is made that the entire amount will be awarded to one vendor, although it is anticipated that one primary vendor will be awarded more than 75% of the amount. Secondary vendor(s) will be used as needed to purchase materials not readily available from the primary vendor or that may be unique to a secondary vendor.

Offeror shall specify number of titles/publishers in inventory, descriptions of Standing Order plans and number of titles in database.

- P. **INVOICING INSTRUCTIONS.** Offeror shall follow these invoicing guidelines for all services and products sold to the Library.

Invoices shall be in duplicate and shall list titles of materials invoiced in alphabetical order by the title. Invoices shall include for each item the author, list price, discount, unit cost, and total cost; and should be arranged in that sequence. Paper invoices shall be provided and should accompany shipment(s). If electronic invoices are supplied, a paper invoice in duplicate should accompany shipment.

A sample invoice shall be provided as part of this proposal.

All invoices shall include at a minimum:

- "Bill To" name and address
- "Ship To" name and address
- Delivery order number
- Title and Author (when author is applicable)
- ISBN
- Binding (Hardcover, Paperback, Library Binding, etc.) or format
- Number of copies
- List price of item
- Discount (percentage) applied to item
- Discount cost of item
- Net total cost for all copies of item (after discount)

DETAILED SPECIFICATIONS

Packing lists shall accompany each shipment and indicate invoice number and delivery order numbers. In the event a packing list should be missing from the shipment, Offeror will provide duplicate upon request.

Offeror shall provide invoice-generating flexibility in order to meet the Library's needs.

All charges for related services (binding, processing, rush delivery, etc.) shall be placed on the same invoice with, at minimum, separate subtotals for each service.

Original invoices shall follow the billing instructions contained in the account set-up. The Library will establish the account set-up in concert with the Offeror.

Invoices may include multiple delivery order numbers, but shall be applicable to only one account number.

In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the Library.

- Q. **RETURNS, REFUNDS AND CREDIT MEMOS.** Return for credit or replacement of defective materials, those damaged in transit, and items different from those ordered shall be permitted. Offeror agrees to pay transportation charges on return of imperfect materials or titles not ordered. Items received in damaged condition shall be returned to the Offeror for replacement or credit at no expense to the Library. The Library prefers replacement to credit.

Offeror shall provide the Library with a copy of their return policy, credit memo procedures, and other relevant documentation as part of this proposal.

Refund checks and credit memorandum shall be executed based on the policies of the City of Mesa.

- R. **SHIPPING.** All orders shall be shipped by UPS, USPS or Federal Express unless otherwise authorized.

Offeror shall check all shipments for accuracy and completeness before leaving Offeror's dock. Offeror shall maintain a ninety-eight percent (98%) rate for accuracy (e.g., items shipped represent the order received) and completeness (e.g., all items appearing on the packing list are shipped) throughout the term of the contract.

The Library will perform monitoring of this process as part of an ongoing contract administration process. Failure to provide this percentage may result in contract default.

All multiple carton shipments should have cartons clearly labeled so the Library can discern a total shipment. The number of packages in a single shipment should be marked on the outside of each carton. Delivery order and/or account numbers, where required by the Library, shall appear on the outside of each carton delivered.

Items shall be packaged separately according to account number and invoice. Multiple delivery order numbers may be combined in one package if the items included are all for the same account number.

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A copy of the packing list shall accompany the shipment to the Library. Packing lists shall include:

- Quantities
- Titles
- Delivery Order number
- ISBNs, when appropriate
- Bill To and Ship To information
- Reference to corresponding invoice number

The carton containing the packing list should be clearly labeled "Packing list included" or similar wording.

The Library shall not assume responsibility for losses or damage in transit. This shall fall on the Offeror.

The Library will notify the Offeror promptly of any damaged goods and will assist the Offeror in arranging for inspection.

No shipping charges shall be allowed. This fact should be taken into consideration when stating pricing. The only exception(s) where shipping charges may be allowed is for rush shipments or other exceptions agreed upon with the Library.

- S. **DELIVERY.** Delivery shall be made in accordance with instructions given by the Library with account set-up. If there is a discrepancy between the account set-up and what is listed on the contract, it is the Offeror's obligation to seek clarification from the Library.

Shipments shall be delivered INSIDE the library building. Offeror shall ensure this notation is communicated to the shipping carrier.

Offeror shall specify ability to meet delivery timeframes, inside delivery service and RUSH delivery and delivery days after release.

- T. **STATUS REPORTS.** Offeror shall advise the Library, in writing, of any product not in stock, and/or product(s) that are out of print and/or products(s) that have ceased publication or are no longer available as a continuation. Offeror shall specify the normal timeframe in which the notification occurs.

This information may be included on the packing list or the invoice.

Offeror shall provide a current list of definitions of all status codes. Offeror shall provide a sample report as part of this proposal that includes definitions for all status codes (i.e., "Out of Print" (OP), "Out of Stock Indefinitely" (OSI), "Back Order" (BO), "Not Yet Published" (NYP), "Apply Direct" (AD).

Offeror shall describe any available real time reports accessible through the title database.

- U. **DISCOUNTS.** Offeror shall quote a discount to be offered on publisher's lower list (catalog) price, and not include freight pass-through. The Offeror shall provide a schedule of discounts for each of the categories of materials covered by this RFP. For books, the Offeror shall specify for each type of binding/editions for adult and juvenile/young adult books their quoted discount, i.e., general trade books, university press trade editions, mass market paperbacks, etc.

DETAILED SPECIFICATIONS

- V. **ACCESS SYSTEM TO OFFEROR'S TITLE DATABASE.** Offeror shall provide an easy-to-use Internet access to Offeror's inventory and/or title database on all materials at no additional or at minimal cost to the Library.

Offeror shall assist in getting system operational.

The title database system shall have the following capabilities:

- Available 24 hours a day – 7 days a week
- Ability to create, save, and electronically transfer multiple order lists (carts)
- Access to all titles in vendor's titles database
- Searching by title, ISBN/ISSN, author, keyword, publisher, material type, subject
- Include physical information, LC subjects, LCCN, Dewey as part of the record
- Easy navigation
- Easy entry of note(s) information
- Filter search to narrow results by language, quantity, material type, stock status, and publication status
- Reviews for selected titles
- Download selection list into ordering system for electronic ordering
- U.S. MARC formatted records
- Display list and discounted prices
- Minimize re-keying of order information when transferring an order from selector to acquisitions order staff
- Ability to run real-time reports including but not limited to backorders, cancellations, delivery order status

The title database system should have the following capabilities:

Out-of-print, publisher out of stock and inventory status on first screen of record

- Access to other titles not in vendor's inventory (Books in Print type concept)
- Sort by binding, ISBN/ISSN, price, pub date, publisher, author, title
- Merging of lists
- An Advanced search by series, Dewey, author-title, artists, notations and citations
- Cover images for selected titles
- Table of contents for selected titles
- Excerpts for selected titles
- Update/check account profile
- Check returns' status
- Answers to FAQs (Frequently Asked Questions)
- Merchandising/New Title Information, i.e. Bestsellers, author tours, movie and TV tie-ins, collection development list, etc.
- Easy to use help screens
- Search by review journal

Offeror's title database system shall be updated at a minimum of once per week. Offeror shall specify how often the title database is updated.

Offeror shall specify how often the inventory status on their title database system is updated (i.e., real time, daily, weekly, etc.).

Offeror shall provide on-going technical support for the system and provide notification when new releases and upgrades are available.

DETAILED SPECIFICATIONS

Offeror shall assist with the implementation of all new releases and upgrades as necessary.

Offeror shall describe the method of staff access, i.e., via password/IP and indicate maximum number of users. Offeror shall also specify whether remote user access is available for staff use.

Offeror shall provide at no charge a 30-day trial access to the system for evaluation during the proposal review process. Vendor should submit all necessary login information such as: URL, user IDs, passwords with proposal and guarantee access will be operational during review period. The Library prefers multiple user access during trial period.

Offeror shall address any costs for system access in the pricing section. This includes access to inventory and other types of information such as reviews, discounts, publicity, print runs, etc.

W. **MULTIPLE ACCOUNTS.** Offeror shall be able to provide for use of multiple accounts that will designate different services. For example: Rush, Processing, No processing, etc.

X. **TRAINING.** Offeror shall provide a minimum of eight (8) hours of training on the title database system once operational at no charge to the Library.

Offeror shall provide a minimum of eight (8) hours of training after new major releases or upgrades to the title database system at no charge to the Library.

Offeror shall provide training at least twice a year for new staff, advanced searching techniques, etc. at no charge to the Library

Offeror shall describe what various training opportunities on their online title database system are provided to the Library at no charge (i.e., on-site training, web-based training, handouts, etc.)

4. **MINIMUM QUALIFICATIONS.** Because of the importance of this contract to the operational efficiency of the City's Library system, proposals should be submitted only from well-established wholesale suppliers who regularly supply books and audiovisual materials to medium to large public libraries, and who have operational resources and a demonstrated ability to perform.

The demonstrated competency, integrity and responsibility of each Offeror will be taken into consideration along with quoted discount and service offered in providing books, audiovisual materials and other services. Speed of delivery and similar time-zone communication are important for library service.

Essential Services: All criteria **shall be met** or the proposal will not be considered.

- Customer Support
- Comprehensive Supplier Inventory
- Edifact Standards for Ordering and Invoicing
- Invoice Requirements
- Shipping Requirements
- Delivery Requirements
- Returns, Refunds and Credit Memos
- Standing Orders
- Access System to Offeror's Title Database with Stated Capabilities
- MARC Records

DETAILED SPECIFICATIONS

- Collection Development Services
- Processing

Required Services: These services shall be available; however, other methods of arriving at the same or similar solution may be acceptable. The vendor should describe any alternate solutions.

- Cataloging
- Annotated Lists and/or Catalogs
- Multiple Accounts
- Training
- Provision of Various Reports Such as Cancellations, Backorders, Gap Analysis, etc.

5. **INSURANCE REQUIREMENTS.**

Contractor shall maintain coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services covered by this contract.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

"Waiver of Subrogation. The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor."

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

MILESTONES

1. **BEGINNING AND END DATE OF INITIAL TERM.** September 1, 2013 through August 31, 2015
If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.
2. **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.
3. **RENEWAL.** At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

Two (2) One-Year renewals possible at the City's option.

4. **PRICES.** All pricing shall be firm for the initial term of two (2) years except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this proposal.

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this proposal and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

During the 60-day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices for an amount for no more than the twelve month change in the **Producer Price Index for All Urban Commodities**, (CPI-U), US City Average, All items. Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year, and may be adjusted thereafter as outlined in the previous paragraph.

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

RESPONSE ELEMENTS

1. **PROPOSAL SUBMISSION** - Submit a signed original along with **3** copies of the offer in a sealed container.

Electronic Format Requested Yes (CD or Thumb Drive)

In order for your proposal to be considered, the following should be included and referenced with index tabs: ***DO NOT use spiral binding or comb binding for your offers – 3-ring binders are preferred for large proposals.***

2. **PROPOSAL FORMAT**

Table of Contents: Identify contents by tab and page number

TAB 1 - Letter of Transmittal. A brief letter of transmittal should be submitted that includes the following information:

1. The proposer's understanding of the work to be performed.
2. A positive commitment to perform the service within the time period specified.
3. The names of key persons, representatives, project managers who will be the main contacts for the City regarding this project.

TAB 2 - Qualifications. (Abilities, Experience and Expertise) The following information should be included:

1. A statement of your qualifications, abilities, experience and expertise in providing the requested services.
 - a. A description of what qualifies your company, financial and otherwise, to provide the City with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.
 - b. An assessment of the proposer's abilities to meet and satisfy the needs of the City, taking into consideration the requested services, additional services and/or expertise offered that exceed the requirements, or the vendor's inability to meet some of the requirements of the specifications.
 - c. References – A minimum of three references, preferably from other public entities within the State of Arizona, for whom you have provided similar services. Include the name of entity, contact person's names, phone numbers, e-mail addresses, mailing addresses, type of service provided, dates these services were provided.
2. Identification of senior and technical staff to be assigned to the City. Staff named in the proposal may not be substituted without permission of the City.
 - a. Resumes, including relevant experience may be included.

TAB 3 - Program Description AND Method of Approach. Clearly define the program offered and your method of approach to include, but not limited to the following elements:

1. Ability to meet Essential Services
2. Ability to meet Required Services
3. Fulfillment Rate and Related Factors
4. Presentation/Format

TAB 4 -Pricing and Compensation Forms. The cost portion of the proposal should include the following elements:

1. Completed and Signed Pricing and Compensation Forms.
2. A listing of any and all additional charges not specifically listed on the Pricing and Compensation Form.

TAB 5 - Other Forms. The following forms should be completed and signed:

1. Vendor Questionnaire form, if required
2. Exceptions, Confidential and Additional Materials form
3. Vendor Information form
4. Offer and Acceptance form
5. Sample of Billing
6. Sample Contract (if your company requires the City to sign a contract separate from the RFP award and issuance of a Delivery Order).
7. Dun & Bradstreet Report

RESPONSE ELEMENTS

8. W-9 Form. All responses should include a fully completed, most current W-9 form. Failure to include the W-9 will not disqualify your bid. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
9. Proposal security enclosed, if required

VENDOR QUESTIONNAIRE

GENERAL

Years in Business providing similar services:

Contractor's License No(s): _____ Type: _____
(Submit a copy with the proposal)

Number of employees at location serving this contract:

Provide Names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to Mesa's proposed contract.

Firm/Government Agency Name:

Contact Person:

Phone:

Address:

Fax:

E-Mail Address:

\$ Value of Work, Supplies/Services and Dates Provided:

Firm/Government Agency Name:

Contact Person:

Phone:

Address:

Fax:

E-Mail Address:

\$ Value of Work, Supplies/Services and Dates Provided:

Firm/Government Agency Name:

Contact Person:

Phone:

Address:

Fax:

E-Mail Address:

\$ Value of Work, Supplies/Services and Dates Provided:

Vehicle/ Equipment Inventory which is available for this contract:

Vendor Name _____

Date: _____

VENDOR QUESTIONNAIRE

List any additions to equipment or personnel you anticipate if awarded this contract:

Subcontractors:

List subcontractor that will participate in carrying out the obligations of any resulting contract.

Subcontractor Contact Name:

Phone:

Contractor License Type:

Type/Number:

Subcontractor Contact Name:

Phone:

Contractor License Type:

Type/Number:

Subcontractor Contact Name:

Phone:

Contractor License Type:

Type/Number:

Subcontractor Contact Name:

Phone:

Contractor License Type:

Type/Number:

List any other information which may be helpful in determining your qualifications for this contract:

FINANCIAL

Company Management: Provide names and years with the Company:

President:

Controller:

Contractor/Representative (Who would handle this account: submit resume with proposal):

Yearly sales volume at location serving this contract:

Banking References:

Bank:

Location:

Officer

Vendor Name _____

Date: _____

VENDOR QUESTIONNAIRE

Bank:	
Location:	
Officer:	
Credit References: Provide names and telephone numbers of at least three (3) organizations that your company deals with on a day-to-day basis (i.e. suppliers)	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Supplier of:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Supplier of:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Supplier of:	
Insurance: Provide name of insurance carriers that provide coverage for your company.	
Automobile:	
General/Contractor Liability:	
Bonding:	

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Library Books, Spoken Word, DVDs & Digital Media** to the City of Mesa at the price(s) stated below.

Category Description	Percent Discount
Standing Order Plans	%
Non-Standing Order Titles	%
Replacement Costs	%
Shipping Costs	%

The City is Exempt from sales tax or use tax on library materials. Sales/Use taxes should not be included in the proposal prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have 1.75% removed from the taxable item(s) for the purpose of award evaluation (i.25).

FOB: Destination

Freight Costs: Unit prices should include all Shipping and Transportation Costs

No fuel surcharges will be accepted.

Delivery, as stated in Detailed Specifications, can be met. ☐ Yes ☐ No

If no, specify number of days for delivery _____

Payment terms (not less than net 30 days): _____

Prompt Payment Discount of _____% if invoices are paid within _____ days of receipt.

Does Respondent agree to honor the prices, terms and conditions to other agencies as specified in section S.38?

☐ Yes ☐ No (A "no" answer will not disqualify your bid.)

Will you allow payment of invoices using a Procurement Card? ☐ Yes ☐ No

Discount for Procurement Card Purchases? _____%

Respondent complies with S.9 "Compliance With Applicable Law"? ☐ Yes ☐ No

ADDENDA

Proposers are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/purchasing prior to the bid opening (see i.2). Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda #1 _____

Addenda #2 _____

Vendor Name _____

Date: _____

EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS

Proposers shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document.

Exceptions (mark one):

****Special Note – Any material exceptions taken to the City’s Standard Terms and Conditions may render a Proposal Non-responsive.**

_____ No exceptions

_____ Exceptions taken (describe--attach additional pages if needed)

Confidential/Proprietary Submittals (mark one):

_____ No confidential/proprietary materials have been included with this proposal

_____ Confidential/Proprietary materials included. Proposers should identify below any portion of their proposal deemed confidential or proprietary (see S.12). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire proposal as confidential will not be considered.

Additional Materials submitted (mark one):

_____ No additional materials have been included with this proposal

_____ Additional Materials attached (describe--attach additional pages if needed)

Vendor Name _____

Date: _____

VENDOR INFORMATION

Company Legal/Corporate Name: _____

Doing Business As (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____ - _____

Phone: _____ Fax: _____

E-Mail Address: _____ Website: _____

Taxpayer Identification Number: _____ DUNS # _____

Remit to Address (if different than above):

Order from Address (if different from above):

Address: _____

Address: _____

City: _____ State: _____ Zip: _____

City: _____ State: _____ Zip: _____

Contact for Questions about this proposal:

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Day-to-Day Project Contact (if awarded):

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Sales/Use Tax Information (check one):

____ Proposer is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept. of Revenue)

____ Proposer is located outside Arizona is authorized to collect Arizona Sales/Use Taxes (The Proposer should invoice the applicable sales tax and remit to the appropriate taxing authorities)
State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____, AZ
Sales Tax Rate: _____

____ Proposer is located in Arizona (The Proposer should invoice the applicable sales tax and remit to the appropriate taxing authorities)
State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____, AZ
Sales Tax Rate: _____

____ Certified Small Business Certifying Agency: _____

____ Certified Minority, Woman or
Disadvantaged Business Enterprise Certifying Agency: _____

VENDOR INFORMATION

SKIP THIS AFFIDAVIT IF:

_____ Bidder is a(n) **LLC, Corporation or Partnership** as indicated on your W-9

COMPLETE AFFIDAVIT IF:

_____ Bidder is a(n) **Individual or Sole Proprietor** as indicated on your W-9

AFFIDAVIT

ARS §1-502 requires that any Person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See section i.10 of the Instructions).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

- _____ 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: _____
- _____ 2. **Arizona non-operating identification License.**
Print first 4 numbers/letters: _____
- _____ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____: Place of birth: _____
- _____ 4. **United States Certificate of Birth abroad.**
Year of birth: _____: Place of birth: _____
- _____ 5. **United States passport.**
Print first 4 numbers/letters on Passport: _____
- _____ 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport _____
Print first 4 numbers/letters on Visa _____
- _____ 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: _____
- _____ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____
- _____ 9. **Refugee travel document.**
Date of Issuance: _____: Refugee Country: _____
- _____ 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____
- _____ 11. **United States Certificate of Citizenship.**
Date of Issuance: _____: Place of Issuance: _____
- _____ 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____: Name of Tribe: _____
- _____ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____: Place of Birth: _____

In accordance with the requirements of Arizona Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

Signature

Business/Company Name

Print Name

Verification of Attachment by City Staff Member:

Date

Signature

Date

OFFER AND ACCEPTANCE

By signing and submitting this Proposal, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Mesa.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It grants the City of Mesa permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Mesa's internal use in evaluating respondent's offer, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
- g) Under the provisions of A.R.S. §41-4401, respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- h) Under the provisions of A.R.S. §35-392, respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and barred by the State of Arizona from selling to the City.
- i) Under the provision of A.R.S. §35-391 and §35-393, respondent certifies that they do not have Scrutinized Business Operations in Sudan or Iran.
- j) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- k) It is current in all obligations due to the City.
- l) It will accept such terms and conditions in a resulting contract if awarded by the City.
- m) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number #2013139.

Term (if different than stated in the Milestones) _____ through _____

Awarded this ____ day of _____, 20____

Edward Quedens, CPPO, C.P.M.
As Business Services Director

PROCESSING SPECIFICATIONS. OVERVIEW. Processing involves the physical preparation of materials for the shelf. The City of Mesa Library places the following on all materials:

- One barcode, Symbology Code 39

Supplemental items for specific locations and/or formats:

- Book dust jacket when available (jacket carries the barcode label)
- Book dust jacket 1.5-mil polyester film cover

Print Material - Books

- Barcode, placed vertically on the first page facing inside cover; placed to avoid covering relevant text or pictures, if possible

Audiovisual Material

The case is replaced only when the original will not withstand public library use. The preference is to use the original case whenever possible.

Multiple part CDs are placed in albums.

Cover Insert:

- Barcode, placed on the first page facing inside cover; placed to avoid covering relevant text or pictures, if possible
- Intentionally left blank labels are affixed in each unused slot.

Supply List

The information in this list is meant to represent the current supplies used by the City of Mesa Library in the processing of materials for the shelf. Though an attempt to be thorough has been made, it may not be all-inclusive. Additions, changes, or adjustments may be necessary.

Supplies used by the Contractor shall be the same as or equivalent to those provided in this list. Any proposed changes or substitutions shall be submitted in writing to the City of Mesa Library for approval.

Labels

Spine Label Sets

- Paper Label Continuous Feed Set, 7013, supplied by Gaylord

Specialty Labels

- INTENTIONALLY LEFT BLANK, ½" x 1 ¾" Avery Label 5267, black letters on white, used in blank CD sleeves

Book Jacket Covers

Supplied by Demco

- Durafold, 1.5-mil polyester film, various sizes, Product Numbers P122-3123 through P122-3163

Audiovisual Cases

For Compact Discs

- CD Storage Albums with inserts for 1-30 supplied discs, white, supplied by Showcases
- CD round corner vinyl frosty sleeves from Sunrise.

For DVDs

- Slim DVD album varying capacity, dark gray 7 1/2" x 5 5/16" x 1"

MAILING LABEL

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

----- For US Mail -----

SEALED PROPOSAL

Submitted by:

Company Name:

Address:

City, State, Zip:

RFP #2013139 Library Books, Spoken Word, DVDs &
Digital Media.

Due Date: July 22, 2013, at 3:00 p.m.

City of Mesa Attn:
Purchasing PO
Box 1466
Mesa, AZ 85211-1466

----- For US Mail -----

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----

SEALED PROPOSAL

Submitted by:

Company Name:

Address:

City, State, Zip:

RFP #2013139 Library Books, Spoken Word, DVDs &
Digital Media.

Due Date: July 22, 2013, at 3:00 p.m.

City of Mesa
Attn: **Purchasing**
20 E. Main St., Suite 400
Mesa, AZ 85201

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----